

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Financial Services  
**AGENDA DATE:** Introduction: June 23, 2009  
Public Hearing: July 14, 2009

**CONTACT PERSON/PHONE:** Carmen Arrieta-Candelaria, Chief Financial Officer,  
915-541-4011

**DISTRICT(S) AFFECTED:** #8, Representative O'Rourke

**SUBJECT:**

An Ordinance authorizing the City Manager to sign a contract of sale and any other necessary documents between the City of El Paso and the County of El Paso which will allow for the City of El Paso to convey property commonly known as 211 and 325 Shelter Place, El Paso, El Paso County, Texas, including the improvements thereon, to the County of El Paso.

**BACKGROUND / DISCUSSION:**

The CARE committee recommended the sale of 211 and 325 Shelter Place, to include improvements, there was no city use identified. The City has received an independent appraisal of \$517,000 as the fair market value of its interest.

In accordance with Section 272.001 of the Texas Local Government Code provides that a political subdivision of the state may convey real property interest to a governmental entity that has the power of eminent domain without the statutory required notice and bidding requirements. The County of El Paso is a governmental entity that has the power of eminent domain. On June 15, 2009, the County Commissioners approved the purchase of 211 and 325 Shelter Place.

This transaction will be combined with the divestiture of the County's interest in the 5001 Fred Wilson Animal Shelter to maximize efficiencies.

**PRIOR COUNCIL ACTION:**

City Council approved Ordinance No. 16118, which authorized sale

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

CARE Committee has recommend sale, no city use identified.

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** Carmen Arrieta-Candelaria  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE AND ANY OTHER NECESSARY DOCUMENTS BETWEEN THE CITY OF EL PASO AND THE COUNTY OF EL PASO WHICH WILL ALLOW FOR THE CITY OF EL PASO TO CONVEY PROPERTY COMMONLY KNOWN AS 211 AND 325 SHELTER PLACE, EL PASO, EL PASO COUNTY, TEXAS, INCLUDING THE IMPROVEMENTS THEREON, TO THE COUNTY OF EL PASO.**

**WHEREAS**, the City of El Paso staff recommended property commonly known as 211 and 325 Shelter Place, El Paso, El Paso County, Texas, including the improvements thereon, be sold; and

**WHEREAS**, the County of El Paso, Texas has requested that the City of El Paso convey these properties to it; and

**WHEREAS**, on August 2, 2005, the El Paso City Council approved Ordinance No. 16118, which authorized the sale of the identified properties to the County of El Paso, but that transaction was not finalized; and

**WHEREAS**, the City of El Paso has received an independent appraisal of \$517,000.00 as the fair market value of its interest in 211 and 325 Shelter Place, El Paso, El Paso County, Texas; and

**WHEREAS**, the County of El Paso is a governmental entity that has the power of eminent domain; and

**WHEREAS**, Section 272.001 of the Texas Local Government Code provides that a political subdivision of the state may convey real property interest to a governmental entity that has the power of eminent domain without the statutory required notice and bidding requirements; and,

**WHEREAS**, the El Paso City Council finds that it is in the public interest to convey the identified properties to the County of El Paso.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager is hereby authorized to sign a Contract of Sale and any other necessary documents, in a form approved by the City Attorney's Office, conveying to the County of El Paso, Texas the real property commonly known as 211 and 325 Shelter Place, El Paso, El Paso County, Texas, including the improvements thereon.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

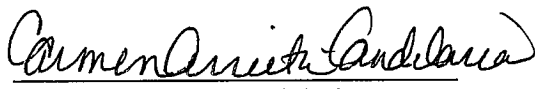
THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

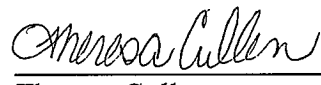
ATTEST:

\_\_\_\_\_  
Richarda Momsen  
Municipal Clerk

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Carmen Arrieta-Candelaria  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

STATE OF TEXAS

§  
§  
§

CONTRACT OF SALE

COUNTY OF EL PASO

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **CITY OF EL PASO, TEXAS**, hereinafter referred to as the "City," and the **COUNTY OF EL PASO, TEXAS**, hereinafter referred to as the "County."

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Property. The City hereby agrees to sell and convey free and clear of any liens or other encumbrances and the County hereby agrees to acquire free and clear of any liens or encumbrances, the following described real property located in El Paso County, Texas:

A 2.157 acre parcel, more or less, being a portion of land out of E.R. Talley Survey No. 7, commonly known as 211 and 325 Shelter Place, El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in Exhibit "A," attached hereto and made a part of this Agreement for all purposes,

together with any interest in (i) all improvements, if any, (ii) all right, title and interest of the City in and to any easements, appurtenances, and right-of-ways, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, and (iii) all ground water, water rights or rights to surface water will be subject to all easements, restrictions, reservations, right of ways, dedications, and other encumbrances of record or apparent upon the real property, all of such property, hereafter collectively referred to as the "Property." In addition, the following conditions will be applicable to the City's sale of the Property:

1.1 Radioactive Materials. Any conveyance of this Property will be subject to a restrictive covenant to the effect that the County, its successors or assigns, will not, in violation of any applicable laws, discard, place, or store upon such land, any radioactive material or other materials which would contaminate or otherwise damage the ground water supply or resources of the City.

1.2 Surveys. The County accepts responsibility for conducting its own archeological and environmental surveys of the Property. Any mitigation of any conditions on the Property, including archeological sites or, without limitations, adverse environmental conditions, shall be at the expense of the County who shall take the Property subject to all existing conditions subject to the provisions of Paragraph 4.10 below. The County accepts responsibility for its determination of the nature and extent of any archeological sites, or without limitations, any adverse environmental conditions by its complete inspection of the Property as described below.

1.3 Groundwater. All ground water, water rights, or rights to surface water shall be reserved to the City and will be subject to all easements, restrictions, reservations, rights of way, dedications and other encumbrances of record apparent upon the property. The County shall not have the right to drill a well and produce therefrom any quantity of groundwater.

KK-05-132

1.4 Easements. Easements for water and wastewater lines, if not located in public streets, shall be provided at no cost to the City or its Public Service Board.

2. Amount of Payment of Purchase Price. The purchase price for the Property shall be FIVE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED AND 00/100THS DOLLARS (\$528,700.00), which sum includes the appraisal services fee of \$4,400.00 and surveying costs of \$7,300.00, plus any additional closing costs as identified in Paragraph 5.2

2.1 Payment of Sales Price. The full amount of the purchase price will be payable in cash at the closing.

3. Conditions to the County's Obligations. The County's obligations to consummate the transaction are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the County, at or prior to Closing.

3.1 Title Insurance. Within fourteen (14) days after receipt of written notification of the City's acceptance of the County's offer, the County shall provide the City with all information necessary to close the sale with the intent that, without good cause existing or further delay, it is anticipated that the City and the County will close within thirty (30) days from the date of the close of the environmental inspection period described in 4.10 below. The Buyer at its expense will order a title commitment ("Commitment"), accompanied by copies of all recorded documents affecting the Property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount determined by the Buyer ("Owner's Policy").

3.2 Title Objections. The County will give the City written notice within fourteen (14) days after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the County states that the condition is not satisfactory, the County will specifically set forth in such notice the defect or exception to title that is deemed objectionable. The City may promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the County. Otherwise, this condition will be deemed acceptable and any objection by the County will be deemed waived.

4. Representations of City. The City hereby represents, to the extent allowed by law, to the County that to the best of its knowledge, as follows:

4.1 Parties in Possession. At the time of closing, other than the County, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.

4.2 Mechanic's Lien. (i) No action has been taken, suffered or permitted by or on behalf of the City, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon any part of, or interest in the Property; and (ii) no liens or lien claims, choate or inchoate, arising from the City's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property; and (iii) except as expressly disclosed in the documents relating to this transaction, the City has not entered into any contracts or agreements relating to the

use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the City.

4.3 Litigation. There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or property.

4.4 Bills Paid. At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property.

4.5 Compliance With Laws. All laws, ordinances, rules and regulations of any Government or any agency, body or subdivision thereof, bearing in the development of the Property, have been complied with.

4.6 Taxes. While the City owned the Property, the Property was exempt from ad valorem taxes.

4.7 Pre-Closing Claims. City agrees that the County's acceptance of title to the Property under the conveyance documents will not create any liability on the County's part to third parties that have claims of any kind against the City in connection with the Property. The City hereby expressly disclaims any and all liability to third parties that have any claims against the City.

4.8 Condition of Property Prior to Closing. Prior to Closing, the City shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the County.

4.9 "AS IS, WHERE IS." THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE COUNTY ACCEPTS THE PROPERTY "AS IS, WHERE IS", AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE CITY AND THE COUNTY TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE COUNTY MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE COUNTY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY THE CITY. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE

CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY REFLECTS THAT ALL OF THE PROPERTY IS SOLD BY THE CITY AND PURCHASED BY THE COUNTY SUBJECT TO THE FOREGOING.

4.10 Inspection. The County shall complete its inspection of the Property on or before sixty (60) City working days after the effective date of this Agreement (the "Inspection Period"). For the purposes hereof, the County may complete or cause to be completed inspections of the Property by inspectors of the County's choice. Inspections may include, but shall not be limited to: (i) physical property inspections; (ii) environmental assessment or engineering study including the performance of tests such as soils tests, water tests or air sampling. The City will permit the County and the County's inspectors access to the Property at all reasonable times. In the case of any invasive testing (taking samples, etc.), the County shall provide the City with evidence that the consultant making such inspection carries liability insurance and is properly licensed. During the Inspection Period, the County may determine in its sole and absolute discretion whether the Property is suitable for the County's needs. In the event that the County in its sole and absolute discretion determines that the Property is not suitable for its needs, the County may terminate this Contract by delivering a written termination notice to the City within the Inspection Period in which case the County will pay the City the sum of Ten and no/100 Dollars (\$10.00) which is independent contract consideration for this right to cancel. During the Inspection Period, the City agrees to make the Property available to the County. Such inspection shall be conducted by the County, and permitted by the City, on City working days during normal business hours. All information provided by the City to the County or obtained by the County relating to the Property in the course of its review shall be treated as confidential information by the County, to the extent allowed by federal and state law, and in the event the County terminates this Contract, the County shall provide the City with all reports, studies, documents and other information obtained by the County relating to the Property. To the extent allowed by Texas State law, the County shall be liable for all damage or injury to any person or Property resulting from any such inspection occasioned by the acts of the County, its employees, agents or representatives.

4.11 ENVIRONMENTAL MATTERS. AFTER CLOSING, BETWEEN THE CITY AND THE COUNTY, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE COUNTY, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE COUNTY, TO THE EXTENT ALLOWED BY LAW, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE CITY FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE COUNTY, TO THE

EXTENT ALLOWED BY LAW, INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE CITY FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE CITY'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE CITY'S REPRESENTATIVES. THE COUNTY, TO THE EXTENT ALLOWED BY LAW, INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE CITY FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE CITY IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

IN PARTICULAR, THE COUNTY ACKNOWLEDGES THAT THE CITY HAS ADVISED IT THAT THERE MAY BE ASBESTOS ON THE PROPERTY AND THAT IT MUST COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS IN ADDRESSING THE ASBESTOS.

4.12 Survival. All agreements of the City made in this document shall survive the execution and delivery hereof and the Closing until such time as all of the obligations of the signatories shall have lapsed in accordance with their respective terms or shall have been discharged in full.

5. Closing. The closing of this transaction ("Closing") shall take place at the offices of LandAmerica Lawyers Title of El Paso, 301 E. Yandell, El Paso, Texas 79901 on or before the later of (i) thirty (30) days from close of the inspection period described in 4.10 or (ii) thirty (30) days after the execution of this Agreement by the City, subject to delays due to the City's efforts to cure any title objection under Section 3.2.

5.1 Possession. Possession of the Property will be transferred to the County upon Closing.

5.2 Closing Costs.

(a) All recording fees arising from the recordation of documents necessary to show good title to the Property in the County shall be paid by the County.

(b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the County.

(c) The appraisal services fee of \$4,400.00 and surveying costs of \$7,300.00, which are included in the purchase price of the Property, shall be paid by the County. These fees are included within the stated Purchase Price, and are not in addition to the stated Purchase Price.

5.3 City's Obligations. At Closing, the City shall deliver to the County a duly executed and acknowledged Special Warranty Deed conveying the Property and any related easements, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for (i) ad valorem taxes for the year of Closing, if any, which shall be assumed by the



County upon closing, (ii) the standard printed exceptions contained in the usual form of the Owner's Policy, and (iii) any other exceptions set forth in the Title Policy which the County has approved pursuant to Paragraph 4 above.

5.4 Other Obligations. Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

6. Default.

6.1 Breach by City. In the event that the City shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the County's default, or the termination of this Agreement in accordance with its terms, the City agrees to absorb the cost of the appraisal services and other costs the City may have incurred in preparation for the sale of the Property. In addition, the City will return the earnest money provided by the County.

6.2 Breach by the County. In the event that the County shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the City's default, or the termination of this Agreement in accordance with its terms, the County agrees to pay the City ELEVEN THOUSAND SEVEN HUNDRED and 00/100 DOLLARS (\$11,700.00), which is the cost the City has incurred for the appraisal services and the surveying.

7. Miscellaneous.

7.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

City: Joyce A. Wilson  
City Manager  
City of El Paso  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

County: Anthony Cobos  
County Judge  
County of El Paso  
500 E. San Antonio, Room 503  
El Paso, Texas 79901

Copy to: Erich A. Morales  
Assistant County Attorney  
500 E. San Antonio, Ste 503  
El Paso Texas 79901

8. Entire Agreement/Governing Law. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.

8.1 Time. Time is of the essence of this Agreement and each and every provision hereof.

8.2 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

8.3 Survival of Provisions. The terms contained in this Agreement, including without limitation, representations, warranties, covenants and agreements of the parties, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this Agreement for any reason is held invalid, this invalidity will not affect any other provision of this Agreement which will be construed as if the invalid or unenforceable provision had never existed.

8.4 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

8.5 Compliance. In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the County is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.

8.6 Effective Date. As used herein, "Effective Date" shall mean the date of the approval of City Council of an Ordinance authorizing the sale of the Property.

The above instrument, together with all conditions thereto, is hereby executed by the City this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF EL PASO  
A Municipal Corporation

By: \_\_\_\_\_  
Joyce A. Wilson, City Manager

APPROVED AS TO CONTENT:

Carmen Arrieta-Candelaria  
Carmen Arrieta-Candelaria  
Chief Financial Officer

APPROVED AS TO FORM:

Theresa Cullen  
Theresa Cullen  
Deputy City Attorney

**ACKNOWLEDGMENT**

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Joyce Wilson, City Manager of the City of El Paso.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Texas

The above instrument, together with all conditions thereto is hereby executed by \_\_\_\_\_, \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

COUNTY  
County of El Paso, Texas

By: Anthony Cobos  
Anthony Cobos  
El Paso County Judge

APPROVED AS TO CONTENT:

\_\_\_\_\_

APPROVED AS TO FORM:

Erich A. Morales  
Erich A. Morales  
Assistant County Attorney

(Acknowledgment follows on next page)

ACKNOWLEDGMENT

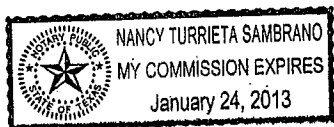
STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on the 15<sup>th</sup> day of July,  
2009, by Anthony Cobos, for the County of El Paso, Texas.

My Commission Expires:

11/24/2013

Nancy Turrieta Sambrano  
Notary Public, State of Texas



4100 PAISANO DRIVE

Property Description: A parcel of land out of E.R. Talley Survey No. 7, El Paso, El Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of land out of E.R. Talley Survey No. 7, El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument laying on the centerline intersection of Shelter Drive (a 60' right-of-way public street) and Orchard Street (a 40' right-of-way public street); Thence, North 01° 20' 40" East, along said centerline of Shelter Drive, a distance of 235.74 feet to a point; Thence, North 88° 39' 20" West, a distance of 30.00 feet to a point lying on the westerly right-of-way line of Shelter Drive, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, North 88° 43' 20" West, a distance of 252.00 feet to a point;

THENCE, North 00° 07' 20" West, a distance of 212.00 feet to a point;

THENCE, South 88° 19' 20" East, a distance of 110.71 feet to a point;

THENCE, North 01° 20' 40" East, a distance of 264.71 feet to a point lying on the southerly right-of-way line of Paisano Drive;

THENCE, North 84° 30' 31" East, along said right-of-way line, a distance of 147.77 feet to a point lying on the westerly right-of-way line of Shelter Drive;

THENCE, South 01° 20' 40" West, along said right-of-way line, a distance of 493.29 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 2.157 acres (93,942 sq. ft.) of land more or less.